



RESTRICTIVE COVENANTS

The following restrictive covenants shall apply to all of the land in the First Addition Germanwood Estates Subdivision as shown on the plat, located in Section 28, Township 1 South, Range 6 West, DeSoto County, Mississippi.

1. No lot shall be used for any purpose other than single family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one building, a private garage for not more than three vehicles and separate detached buildings incidental to residential use. Two or more lots may be combined for use as one lot and in such case the interior lot lines may be disregarded and the existing platted utility easements (unless in use) will be automatically revoked. In the event such lots are combined under one ownership for use as a single lot, no part of the combined lot may be sold or conveyed, except to the original site of the lots before being combined. No single lot may be subdivided into two or more lots for the purposes of building another dwelling.
2. All dwellings or other structures on the lots must be in compliance with the requirements of the DeSoto County Planning Commission, or their successors.
3. No structure of a temporary nature such as trailers, basements, tents, sheds, garage, barn, motor house, or other out-buildings shall at any time be used, either temporarily or permanently, as a residence.
4. No noxious or offensive trade or activity may be carried on upon any lot nor shall anything be done thereon which may be, or become a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot. All lots and houses are to be for residential use only.
5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.
6. No shell-type or modular-type home will be permitted or erected in this subdivision. All houses must be new construction. No house may be moved into the subdivision from another area except by the written permission of the developer, AMPCO, Inc.
7. No building shall be permitted on any lot where the heated area of the main structure, exclusive of open porches and garages, is less than 2000 square feet for one-story dwelling and for one and one-half and two-story not less than 2000 square feet with a minimum ground floor heated area of 1600 square feet. Total area under roof must be a minimum of 2400 square feet.
8. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or lease, or customary signs used by a builder to advertise the property during the construction and sale.
9. No buildings may be located nearer than twenty feet to any side lot lines more nearer than sixty feet from the front and rear lot lines.
10. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot, except that dogs, cats, ponies, and horses may be kept in a limited number and manner for personal use and enjoyment only. No livestock shall be kept for any type commercial use or activity within the subdivision. Appropriate buildings and enclosures for such animals or pets must be provided. Ponies and horses shall be limited to a combined total of not more than two per acre of land. No dogs, cattle, chickens, or goats are to be kept on any lot.
11. Trash, garbage and other waste or rubbish shall be kept in sanitary containers, provided specifically for these purposes. All equipment for the storage or disposal of such materials shall be approved by the County. No shall be kept in a clean, screened, sanitary and orderly condition.
12. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan, showing the location of such building, shall have been approved in writing by the County. The plans and specifications shall be submitted to the County Planning Commission, or its designated representative, for approval. In the event that said company or its designated representative fails to approve or disapprove such design and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no written action is taken by the County Planning Commission, or its designated representative, within the time specified, the approval of the County Planning Commission, or its designated representative, shall be deemed to have been fully complied with. Neither the members of the company, nor its designated representative shall be entitled to any services, per se, or to any other benefits or advantages from the County Planning Commission, or its designated representative, shall cease on and after January 1, 2009. Thereafter, the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners or the majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall then exercise the same powers previously exercised by the committee.
13. No vehicle of any kind shall be kept in the subdivision unless it displays a current license plate and current inspection sticker, except for tractors used for property maintenance only. No junk car or trucks or any such like devices that are visually in need of major repair shall be kept on any lot at any time for any purpose. Any junk car or truck or mechanical device that is kept within the right of way of the existing street shall be subject to removal by the proper authorities without the permission of the owner.
14. No cyclone or wire fences shall be erected on any portion of the front yard of any lot or the side yard of any corner lot fronting on a street. Any fences facing a street shall not be cyclone or wire type fences. Decorative type fences less than three feet in height may be located within a yard adjoining a public street but no closer than ten (10) feet to the street right of way.
15. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.
16. These covenants, limitations and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 2008, at which time said covenants, limitations and restrictions shall automatically extend for successive ten-year periods unless by a vote of the majority of the then owners of lots in this subdivision, it is agreed to change said covenants in whole or part.
17. These covenants, restrictions, and limitations, or any of them, may be amended only by instrument executed by the developer, AMPCO, Inc., Development Company, or by the owners, as the case may be, of at least 75% of the lots in the subdivision, including any additions thereto.
18. No oil drilling, oil development operations, refining, gravel mining, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, gravel excavation or shafts be permitted upon or in any lot.

OWNERS CERTIFICATE

We, AMPCO, INC., owners of the property hereon, hereby adopt this as our plan of subdivision and dedicate the right-of-way for the roads as shown on the plat of the subdivision to the public use forever and reserve for the public utilities the utility easements shown on the plat. We certify that we are the owners in fee simple of the property and that no taxes have become due and payable. This is the 10th day of November, 1983.

NOTARY'S CERTIFICATE

State of Tennessee, County of Shelby

This day personally appeared before me the undersigned authority in and for the said County and State, Frank P. Palumbo, Jr., and Arthur W. Anderson, who acknowledged that they signed and delivered the foregoing plat for the purpose therein mentioned. Given under my hand and official seal of office this 10th day of November, 1983.

My Commission expires: 11/10/85

APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION THE

Attest: *Harry Fulton & Associates* DAY OF September, 1983.

APPROVED BY THE DESOTO COUNTY BOARD OF SUPERVISORS IN THE

Attest: *Harry Fulton & Associates* DAY OF September, 1983.

Clerk for the Board

I hereby certify that the subdivision plat shown hereon was filed for record in my office at 3:12 o'clock P.M., on the 7 day of November, 1983, and was immediately entered upon the proper index and duly recorded in plat book number 21, page 53.

CERTIFICATE OF SURVEY

This is to certify that I have drawn the plat from a survey by Harry Fulton & Associates and from deeds of record and that the plat represents the information and that it is true and correct.

Frank P. Palumbo, Jr., P.E., M.S., Lic. #1511

REVISED 9-2-83 REVISED 9-6-83 REVISED 10-4-83